

**MISSOURI STATE BOARD OF
REGISTRATION FOR THE HEALING ARTS
3605 Missouri Boulevard
P.O. Box 4
Jefferson City, MO 65102**

Petitioner,

v.

**WILFREDO ESCOBER, M.D.
9362 Hazel Circle
Villa Park, CA 92861**

Respondent.

Case No. 1999-000766

SETTLEMENT AGREEMENT

Comes now Wilfredo Escobar, M.D., (Licensee) and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving the question of whether Wilfredo Escobar's license as a medical doctor will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo 2000.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a

disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee

understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo 2000.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to § 334.120, RSMo 2000, and is authorized to execute and enforce the provisions of Chapter 334, RSMo pursuant to § 334.075, RSMo 2000.

2. Wilfredo Escobar, M.D. is licensed by the Board as a medical doctor, license number 36336, which was first issued February 8, 1982. Respondent's certificate of registration is current and active, and was current and active at all times mentioned herein.

3. To renew his license, Licensee was required to obtain twenty five (25) hours per year for the periods of 1998, 1999, and 2000, for a total of seventy five (75) hours of continuing education, in accordance with § 334.075, RSMo 2000, and 4 CSR 150-2.125.

4. In March 1999, Licensee requested an extension of time to fulfill his twenty-five (25) hour requirement for 1998. On April 28, 1999 the Board granted licensee until May 15, 1999 to fulfill the required hours.

5. Licensee submitted thirty-six (36) hours of continuing medical education for the 1998-1999 renewal period.

6. In June 2000, the Board audited Licensee's CME credits and advised him that twenty-five (25) of the thirty-six (36) hours he had submitted for 1999 were applied to fulfill his 1998 requirements.

7. On April 24, 2001, the Board notified licensee that he needed fourteen (14) hours to fulfill his continuing medical education requirement for the 1998-1999 renewal period.

8. On July 11, 2001, Licensee submitted 28.5 hours he obtained during 2000. For the three year period from 1998-2000, Licensee has a total of 64.5 hours of CME.

9. Licensee failed to obtain the required 75 hours of acceptable continuing education during the period of January 1, 1998 through December 31, 2000.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to §334.100, RSMo 2000, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(6) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter.

2. 4 CSR 150-2.125 states in relevant part:

(1) Each licensee, on a yearly basis, shall complete and report at least twenty-five (25) hours of continuing medical education. The board shall not issue a renewal of a licensee's certificate of registration unless the licensee demonstrates completion of twenty-five (25) hours of continuing medical education accredited by the American Osteopathic Association (AOA) as category 1-A or 2-A, by the American Medical Association (AMA) as Category 1 or Category 2—as further specified in this rule, or American Academy of Family Practice Prescribed Credit, in the immediately preceding reporting period.

3. Cause exists for the Board to take disciplinary action against Licensee's license under Section 334.100, RSMo 2000.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 1994. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The medical license, No. 36336, issued to Licensee is hereby
PUBLICLY REPRIMANDED.

2. Within six months of the effective date of the agreement, Licensee shall attend 11 hours of AMA, category one, continuing education which meets the criteria of 4 CSR 150-2.125. Licensee shall provide the Board with written proof of attendance at and satisfactory completion of the continuing education coursework within thirty (30) days of completion of the coursework. These hours

shall be in addition to the number of mandatory continuing education hours required for Licensee to renew his license.

3. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

4. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.

B. In the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

C. No additional order shall be entered by this Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

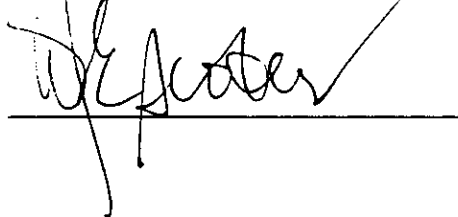
D. If the Board determines that the Licensee has violated a term or condition of the agreement which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies

afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

E. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

F. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.


LICENSEE



BOARD


Tina Steinman, Executive Director

JEREMIAH W. (JAY) NIXON
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Attorneys for Board

EFFECTIVE THIS 10 DAY OF October, 2002.